

AGREEMENT BETWEEN

TOWNSHIP OF LONG BEACH

AND

*FRATERNAL ORDER OF POLICE, LODGE NO.5
SUPERIOR OFFICERS*

JANUARY 1, 2000

THROUGH

DECEMBER 31, 2002

TABLE OF CONTENTS

| | | <u>PAGE</u> |
|---------------|--|-------------|
| ARTICLE I | RECOGNITION..... | 2 |
| ARTICLE II | GRIEVANCE PROCEDURE..... | 2 |
| ARTICLE III | MEMBER'S RIGHTS..... | 3 |
| ARTICLE IV | MANAGEMENT RIGHTS..... | 4 |
| ARTICLE V | PERSONNEL FILES & LEGAL AID..... | 4 |
| ARTICLE VI | RETENTION OF BENEFITS & ADDITIONAL BENEFITS..... | 5 |
| ARTICLE VII | F.O.P. DUES & AGENCY SHOP PROVISIONS..... | 5 |
| ARTICLE VIII | DISCIPLINE..... | 5 |
| ARTICLE IX | VACATION TIME..... | 6 |
| ARTICLE X | PERSONAL DAY..... | 7 |
| ARTICLE XI | SICK LEAVE..... | 7 |
| ARTICLE XII | BEREAVEMENT LEAVE..... | 8 |
| ARTICLE XIII | ESTATE BENEFIT..... | 9 |
| ARTICLE XIV | UNIFORMS..... | 9 |
| ARTICLE XV | MEDICAL BENEFITS & EXAMINATIONS..... | 9 |
| ARTICLE XVI | COLLEGE INCENTIVE PROGRAM..... | 10 |
| ARTICLE XVII | HOLIDAYS..... | 11 |
| ARTICLE XVIII | HOURS OF WORK & OVERTIME..... | 11 |
| ARTICLE XIX | LONGEVITY..... | 12 |
| ARTICLE XX | SHIFT DIFFERENTIAL..... | 12 |
| ARTICLE XXI | SALARIES..... | 13 |
| ARTICLE XXII | SAVINGS CLAUSE..... | 13 |
| ARTICLE XXIII | DURATION..... | 14 |

AGREEMENT

THIS AGREEMENT, made this 27th day of December, 2000, between the TOWNSHIP OF LONG BEACH, hereinafter referred to as "TOWNSHIP" or "EMPLOYER," and the FRATERNAL ORDER OF POLICE, LODGE NO. 5, SUPERIOR OFFICERS, hereinafter referred to as "F.O.P., Employee, or Superior Officer", is made under the following terms and covenants, conditions and considerations herein after set forth.

WITNESSETH:

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Fraternal Order of Police, Lodge No. 5 and N.J. State F.O.P. Labor Council as the exclusive representative for all Sergeants, Lieutenants and Captains in its Police Department in Long Beach Township, New Jersey, but excluding the Chief of Police, Deputy Chief and Patrolmen.

ARTICLE II

GRIEVANCE PROCEDURE

Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement only, the following procedures shall be followed.

Step 1. An officer with a grievance shall first discuss the matter with his immediate supervisor, either directly or through the F.O.P.'s designated representative, for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within five (5) working days after presentation of that grievance at Step 1, he or she may file a written grievance with the Chief of Police or in his or absence, a representative designated by the Chief of Police. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or designated representative and the aggrieved party. The Chief of Police thereon shall render a decision in writing within five (5) working days after the holding of such meeting. The grievance shall be filed within fifteen (15) working days of the aggrieved party's Step 1 complaint.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, the matter may be referred by the F.O.P., by its designated representative, to the Board of Commissioners. A meeting on the grievance shall be held between the F.O.P. and the Board of Commissioners at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Board of Commissioners shall render a final written decision within fifteen (15) working

days of the date of the meeting. The grievance shall be filed within twenty (20) working days of the filing of the Step 2 grievance.

Step 4. In the event that the aggrieved person is not satisfied with or has not received the decision of the Board of Commissioners, the aggrieved person or the F.O.P., if the F.O.P. on his or her behalf determines that the grievance is meritorious, has fifteen (15) calendar days in which to request arbitration.

- A. The Arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association or P.E.R.C.
- B. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's finding of fact, reasons and conclusions on the issue or issues submitted.
- C. The costs of the services of the Arbitrator shall be borne by the losing party. The party incurring it shall pay all other expenses incidental to and arising out of the Arbitration.
- D. The decision of the Arbitrator shall be binding on all parties.
- E. A grievance affecting a group of employees under Article I may be submitted by the F.O.P. on behalf of said named group at Step 3 of the grievance procedure.

Section 2.

These time limits may be extended upon mutual written agreement between the parties. It is the intent of both parties to expedite grievances to a resolution in order to maintain morale and the good order of the Police Department.

Section 3.

A grievance must be presented at Step 1 within thirty (30) days from the date of occurrence of the facts that give rise to the grievance. If it is not presented within the aforesaid time period, it shall be deemed waived by the party and the F.O.P.

Section 4.

Any employee may be represented at all stages of the grievance procedure by him or, at his option, by a representative selected or approved by the F.O.P. When an employee is not represented by the F.O.P., the F.O.P. shall have the right to be present and state its views at all stages of the grievance procedure.

Section 5.

Disciplinary proceedings shall not be subject to the grievance procedure herein contained but shall be subject to Department of Personnel statutes and regulations.

ARTICLE III

MEMBER'S RIGHTS

Section 1.

There shall be no discrimination, interference or coercion by the Employer or any of its agents against employees represented by the F.O.P. because of membership or activity in the F.O.P. The F.O.P. or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the F.O.P. shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

Section 2.

A. Collective Rights: The Township hereby agrees that every Police Department employee of the Township shall have the right freely to organize, join and support the F.O.P. and its affiliates or other Police fraternal organizations and their affiliates for the purpose of engaging in collective negotiations for mutual aid and protection.

B. Just cause Provision: No member shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his or her professional service without just cause. Any member of the Department against whom a disciplinary proceeding is to be brought shall be notified in writing of the charges to be levied.

C. Required Meetings or Hearings: Whenever any member is required to appear before the Township governing body concerning any matter which could adversely affect the continuation of that member in his or her office, position, employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a FOP Representative present to advise him and represent him during such meeting or interview should he so desire.

D. Criticism of Superior Officers: Any questions or criticism prior to filing written charges, by a supervisor, administrator, Township Commissioner, or any person, of an employee or his methodology shall be made in confidence and not in the presence of other officers, employees, or at public gatherings of the town. All complaints shall be brought promptly to the attention of the employee so as to allow the employee the opportunity to respond to the complaint.

E. Record of Accumulated Time: The Township shall maintain a monthly record of all leave time accumulated by each officer represented by the bargaining unit. This record shall be made available to the officer at his or her request and shall include a record of accumulated sick time, vacation time, personal time, and any other leave time accumulated by the officer.

F. Notification of Time Owed: The Employer will notify the employee of any scheduling deficit (days owed), no later than March 1 of that year or the employee shall not be liable for that time. This notification requirement will not apply to any employee who receives a change of assignment pursuant to their request.

ARTICLE IV

MANAGEMENT RIGHTS

The F.O.P. recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject to such limitations as are specifically provided in this Agreement only.

The use of the work schedule shall not be construed as a waiver of the Employer to decide on the "shift" of all officers. It is agreed that decisions on shifts are solely reserved to the Employer.

This Agreement is subject to existing rules and regulations. The Chief of Police nor the Commissioner of Law and Public Safety may not, under power granted to him by virtue of his or her office, modify the terms of this Agreement.

ARTICLE V

PERSONNEL FILES & LEGAL AID

The Employer will provide legal aid to all personnel covered by this agreement pursuant to the provisions of existing statutes while acting in his or her capacity as a member of this police department. Legal aid shall not be provided, when the member is defending a disciplinary action taken by the Employer and the finding is adverse to the member.

The Township shall not allow anyone with the exception of the Chief of Police or designee, the Personnel Officer of the Police Department, the Municipal Solicitor (while on official business) or the Municipal Clerk, to

read, review, have a copy of or in any way peruse any employee's personnel file which is kept by the Police Department of Long Beach Township.

Unsubstantiated or unfounded complaints or any information in regard thereto, shall not become a permanent part of an officer's official personnel file. Only complaints that necessitate an internal investigation shall be maintained in a separate file under the direction of the Personnel Officer and shall be subject to the same constraints of review as set forth above.

ARTICLE VI

RETENTION OF BENEFITS & ADDITIONAL BENEFITS

Except as otherwise provided herein, all benefits, which employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Township during the term of this agreement.

It is specifically understood that the exclusive representative herein waives none of its statutory rights, especially those contained in N.J.S.A. 43:13A-5.1 et seq. The Employer agrees to grant, pursuant to N.J.S.A. 11:26C-4 (now 11A: 6-10) and N.J.S.A. 40A: 14-177, the necessary time off with pay to the President and one other delegate to attend any State or National Convention of the N.J.F.O.P. and one day per month with the prior approval of the Chief of Police, or designee, to conduct F.O.P. business. Furthermore, the Township agrees to grant the necessary time off without loss of pay for the period of time said Convention so that two (2) members of the F.O.P. per day may attend any meeting or convention having to do with the Fraternal Order of Police.

The Employer further agrees that in the event the employees not covered by this Agreement, which non-covered Employees include the Chief, Deputy Chief and/or Patrolmen represented by the P.B.A. negotiate any additional benefits for members of the Police Department over and above the benefits pertaining to the employees herein stated, those additional benefits shall be added to and automatically become a part of this contract and shall be to the benefit of the employees who are a party to this contract.

ARTICLE VII

F.O.P. DUES & AGENCY SHOP PROVISIONS

The Township will deduct the monthly F.O.P. dues from each employee who furnishes to the Township a written authorization for such deduction in a form acceptable to the Township. Funds so deducted shall be paid over to the F.O.P. on a monthly basis within thirty (30) days of the end of the month, together with a statement showing from whom the dues were collected and the amounts thereof.

An Agency Shop Provision, pursuant to the New Jersey Statutes, requiring 85% dues assessment shall be made part of this Agreement. The F.O.P. shall hold harmless the Municipality from any and all claims arising out of this provision.

ARTICLE VIII

DISCIPLINE

- A. The Township shall not discipline any member of the police staff without just cause. No disciplinary action requiring a public hearing shall be required before the Township Commission, except as outlined in N.J.S.A. 40A: 14-118, N.J.S.A. 40A: 14-147 et seq., 11A: 1-1 et seq., and other applicable law, it being recognized by the parties that established law pertaining to police disciplinary action may supersede and modify this Article.

- B. All disciplinary action taken by the Employer will take one or more of the following formats:
1. Informal, private, or oral reprimand by the Chief of Police or his designee;
 2. A written memorandum of censure by the Chief of Police or his designee, with copies to the Municipal Clerk and the appropriate Commissioner;
 3. A confidential letter of admonition from the Township Commission with copies to the Chief of Police and the Employee's personnel file;
 4. Suspension from duty without pay, not to exceed five (5) working days, by action of the Chief of Police or his designee;
 5. Suspension from duty without pay, taken by action of the Township Commission;
 6. Demotion, by action of the Township Commission;
 7. Dismissal from service, by action of the Township Commission.
- C. Nothing shall require the Township to take disciplinary action in the order of appearance in this Article, so long as the action taken is related to the severity of the offense determined to have occurred.
- D. All documents in any way connected with an Employee's disciplinary history shall be placed in said Employee's personal history file at Police Headquarters and may be viewed by the officer during normal working hours.

ARTICLE IX

VACATION TIME

The Township's vacation plan for members of the Police Department governed by this agreement shall be set forth as indicated below:

- A. During the first year of service, one day for each month of completed service.
- B. After one year, fifteen (15) days.
- C. After three years, sixteen (16) days.
- D. After six years, seventeen (17) days.
- E. After nine years, eighteen (18) days.
- F. After twelve years, nineteen (19) days.
- G. After fifteen years, twenty (20) days.
- H. After eighteen years, twenty-two (22) days.
- I. After twenty years, twenty-four (24) days.

The annual vacation allowance for all employees shall be determined as of January 1st of any year. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

Employees, at their sole discretion, may carry their earned vacation from the year before into the following year. Such earned vacation may not be carried for more than one year.

PEAK TIME SCHEDULING: It is recognized that the summer months of employment are the peak work time of the Township. During this period, vacations shall be scheduled with the approval of the Chief of Police, or designee, and the employee's immediate supervisor in such a fashion so that the Department shall have sufficient personnel available to perform its functions. Effective 01/01/2001, Police Officers shall be permitted to take a total of three (3) vacation days cumulatively in July and August, provided it is authorized by the Chief of Police or designee.

ARTICLE X

PERSONAL DAYS

Each employee shall be eligible for four (4) days personal leave, which may be used for personal business, with the permission of his or her immediate supervisor. Personal leave time shall not be accumulated from year to year.

An employee shall notify their supervisor not less than four (4) hours before his or her scheduled shift of their request to utilize personal leave time. If the shift is not short any member, the leave shall be granted. If an employee requests personal leave time with less than four (4) hours advance notice, it may be granted by the Chief of Police or designee, Captain, or Lieutenant if the shift is not short any member. The approval or denial of such requested leave with short notice shall be at the sole discretion of the Chief of Police or designee, Captain or Lieutenant to whom the request may be made. However, all best efforts shall be made by the Chief of Police or designee, Captain, or Lieutenant to accommodate such late request.

If the Employee makes the request for the personal day leave forty-eight (48) hours before the shift is to begin, then the supervisor shall obtain a replacement in advance and the leave will not be denied unless an emergency situation exists. The Chief of Police, or designee, shall make the determination of what constitutes an "emergency situation."

No more than one personal day per shift on first come first served basis shall be permitted, unless approved by the Chief of Police or designee.

ARTICLE XI

SICK LEAVE

- A. Sick leave shall accumulate at the rate of one and one-quarter (1 ¼) days per month in the first year of service, commencing on the first month or major portion thereof from the date of hire. It is assumed the employee shall remain in the service of the Township for the remainder of the calendar year and the total number of sick days, pro-rated, and shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess shall be deducted from the final pay. Sick leave shall accumulate from year to year with additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Paid holidays occurring during a period of sick leave shall not be chargeable to the sick leave.
- B. Any employee eligible to retire in a calendar year shall notify the Township in writing through the Chief of Police, or designee, no later than January 15th of that year, but in no event less than thirty (30) days prior to the planned retirement date or eligibility date of the following:
 - 1. Intent to retire or not.
 - 2. Choice of terminal sick leave or payment for unused sick time.

Failure by the employee to make timely notice to the Township shall limit the retiring employee to the payment for unused sick time as heretofore provided; and the Township shall have the sole option to defer making this payment until the next calendar year.

- C. Upon retirement, Superior Officers shall be paid for sixty percent (60%) of all unused sick leave, which they have accumulated. The maximum amount paid to an officer for unused sick leave shall be the equivalent of five (5) months' pay, if accumulated, at the time of retirement, rounded up to the next \$100. Unused sick time shall be paid within sixty (60) days of retirement, unless mutually agreed upon by both the retiree and the Township to defer or expedite payment. Compensation during this time shall be at regular base pay including and holiday pay and longevity.
- D. Alternatively, a retiree may opt to take terminal leave in lieu of the payment described in Section C. If so, he or she may take time equal to sixty percent (60%) of unused accumulated sick days, but in no event shall exceed five (5) calendar months. Compensation during this time shall be at regular base pay including and holiday pay and longevity.

- E. Work loss due to injury or illness possibly arising out of the course of employment shall not be chargeable to sick leave until and unless the employee's Workers' Compensation claim is denied.
- F. If a member is disabled in the performance of his duty, he shall receive full pay until he returns to duty or until he is retired or placed on a permanent disability status.
- G. Maternity Leave: Female officers shall be entitled to utilize the sick leave and /or disability leave provided in Section A. of this article in connection with any illness, injury or disability arising from pregnancy, including the period of disability following the birth of a child. At a minimum, a female officer shall be entitled to utilize the disability leave provided by FLSA for the period 10 weeks prior to the due date of the birth of a child, and for the six weeks following the birth of the child. Such disability leave shall not be available to an officer for the normal care of an infant; though sick leave as provided in Section A will be available for the care of an infant due to illness. Sick leave shall also be available to male or female officers for the care of family members, resulting from the pregnancy, including the birth of a child in the same manner as such sick leave would be available to an officer for the care of any other immediate family member.

A female officer shall advise the Chief of Police, or designee, in writing as soon as she has received confirmation of her pregnancy from a doctor. The female police officer shall be permitted to work so long as her doctor permits such work. The Department shall have the right to request a note confirming the doctor's opinion that the officer is able to continue to perform the work of a police officer. The medical note shall be from a physician of the officer's own choosing. However, the Township reserves the right to have the Police Physician consult with the officer's physician for the purpose of determining whether the officer shall be approved for duty. The information obtained from such consultation shall be shared with the Chief of Police, or designee, and the Township in a manner limited to providing only that information necessary to advise the Township of the officer's availability for duty and the nature of that duty. The female police officer's assignment shall be at the discretion of the Chief of Police, or designee, consistent with her status as a police officer.

- H. Officers may use sick time as set forth in Section A to care for an immediate member of their family. An "immediate" family member shall be limited to the officer's spouse, child, step-child, parent, spouses parents, or any other family member that resides in the officers home and is reliant upon the officer for care and support. The Chief of Police or designee must approve any exceptions to this provision.

ARTICLE XII

BEREAVEMENT LEAVE

Section 1.

Bereavement leave of five (5) days per death of an immediate relative of an employee shall be granted provided the decedent is a spouse, mother, father, grandmother, grandfather, sister, brother, child, stepchild, adopted child, granddaughter, grandson, spouse's mother, father, sister, brother, child, stepchild, adopted child, granddaughter, grandson, grandmother or grandfather.

Bereavement leave of two (2) days per death of a relative of the employee shall be granted for an aunt, uncle, great-grandmother, great grandfather, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's aunt, uncle, great-grandmother, great-grandfather, brother-in-law, son-in-law or daughter-in-law.

Bereavement leave of one (1) day per death of a niece or nephew of the employee or his or her spouse shall be granted.

Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than ten (10) days bereavement leave shall be granted.

Section 2.

- A. An employee whose spouse or child dies is to be given an additional fifteen (15) days bereavement leave before he or she must report back to duty, which time shall not be deducted from employees vacation, personal or sick days.
- B. In the event of the death of a member of an employee's family while said employee is on vacation or holiday leave, said employee shall be entitled to funeral leave as it is authorized by this Agreement and such leave shall not prejudice an employee's vacation rights granted by this Agreement. The employee, in mutual agreement with the Chief of Police or designee, in such cases, shall be required to reschedule his or her unused vacation time in the same calendar year.
- C. Exceptions to these time limitations may be made by the Chief of Police, or designee, upon timely notification by the Officer when the deceased is buried in another state and the officer will be unable to return for duty and adhere to the time limitations stated in paragraph A and B above.

ARTICLE XIII

ESTATE BENEFIT

The Township agrees to be responsible for the cost of all burial expenses for an officer who is killed in the line of duty to a maximum of \$10,000.

In the event of the death of an employee, whether on or off duty, his or her survivors will be paid for the employee's vacation days, personal days, compensatory time, holidays, salary and severance pay, etc. There will be no pro-rating. This payment shall be paid to the employee's survivor (s) within thirty (30) days, but in no event later than sixty (60) days from the date of the death of the employee.

ARTICLE XIV

UNIFORMS

The present uniforms supply policy of the Township shall be as follows:

- A. Uniformed officers shall be provided their uniforms and required equipment, which uniforms and equipment shall be replaced as required and as approved by the Chief of Police or designee.
- B. Plain clothes Detectives shall have an annual allowance of \$1050.00, which funds shall be used to provide clothing necessary for the performance of their duties. This "clothing allowance" will be a voucher system where the Township pays the vendors directly for clothing purchased by Detectives. (For the purposes of this contract this will commence and continue effective January 1, 2000).
- C. Uniforms shall be cleaned at the expense of the Township by delivery to dry cleaning establishments designated by the Police Department.

ARTICLE XV

MEDICAL BENEFITS AND EXAMINATIONS

Each employee shall be entitled to a medical examination by Ocean Medical or Island Medical, at the officers' discretion, once a year. Such examination to include x-rays and blood tests. A copy of the medical report from the physician shall be delivered to each member. Any medical reports that are provided to the Township as a result of this or any other medical examination shall be strictly confidential and viewed only on a need to know basis.

The Township recognizes that police officers, as a result of the nature of their duties, are subject to physical and emotional demands, which frequently cause medical problems. Accordingly, heart attacks, strokes, coronary problems and nervous disorders are considered job-related injuries for the purpose of Workers' Compensation claims and other medical benefits.

It is further understood that if an officer is injured on his or her way to work or on returning from work, such injury will be considered job related for the purposes of Workers' Compensation medical benefits.

The Township agrees to provide a dental plan equivalent to what is currently provided by Direct Dental Blue Cross/Blue Shield; an eyeglass plan and a \$1.00 prescription plan equivalent to what is currently provided by Benecard Services, Inc., to all employees. This coverage, along with the New Jersey State Health Benefits Program shall be provided to the employee by the Township and continue to be provided to the employee by the Township upon the employee's retirement at twenty-five (25) years of service at no additional cost to the employee.

All of the medical coverage set forth above shall continue to be provided, at no cost to the Employee, his or her spouse and dependent children, by the Township upon the Employee's retirement after twenty-five (25) years of credited service with the Police and Fire Retirement System. Furthermore, an Employee who is part of the Early Retirement Incentive Plan shall receive the above coverage if he or she has a total of twenty-five (25) years with the Early Retirement Incentive included. Such Employee will also receive any and all retirement benefits under the Police and Fire Retirement System.

The Employer shall continue to provide and pay for any and all medical benefits to the spouse and the dependent children of an officer who is killed while still employed.

The Township's current health coverage provides for certain medical benefits upon retirement. The F.O.P and the Township agree that the Township has the right to contract with other hospital and medical insurance carriers in order to provide coverage, which is equal to or greater than the benefits currently available under the policies provided. The parties further agree that the Township will give notice to the F.O.P. of at least sixty (60) days of the Township's intent to change insurance providers. Should a dispute arise as to whether or not the change of policy proposed will be equal to or greater than the current benefits, the matter will be submitted to binding arbitration in accordance with the arbitration procedures established under the Grievance Article of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding on all parties.

ARTICLE XVI

COLLEGE INCENTIVE PROGRAM

The Township agrees that the amount and quality of any employee's education often determines the value of his or her contribution to the community and the degree of proficiency with which he or she performs his or her duties. In order to provide an incentive to encourage the employees to achieve the advantage of higher education, the Township agrees that each employee who receives academic credit for study in an institution of collegiate level which offers a college curriculum leading to or accreditable toward and undergraduate baccalaureate or associate degree in law enforcement or other related curriculum shall be paid a college incentive program compensation at the rate of \$10.00 per credit per annum as additional compensation. Such Additional compensation will be paid only for credits up to and including the baccalaureate degree. Such additional college incentive program compensation shall be added to and become part of the superior officer's annual salary, commencing the pay period next following production of evidence or proof of completion of said credits or degree.

Associate Degree or 64 credits----- \$640.00
Baccalaureate Degree or 128 credits-----\$1,280.00

The Township shall allow the superior officer to attend college off duty and will fund both tuition and book fees, keeping a running account of these expenses. There will be no limit to the number of officers attending college at any given time. For as long as there is a balance due in the account of the expenses funded by the Township to the officer, any monies which would have otherwise been paid to the officer pursuant to the college incentive

program compensation set forth above will instead be retained by the Township to reimburse it for the expenses paid by the Township for the officer's college credits.

Upon graduation and the awarding of a degree, the college incentive program compensation shall continue to be paid to the Township until the Township is completely reimbursed for the expense of the superior officer's education. This procedure shall only apply to those superior officers pursuing a degree in law enforcement or other related curriculum.

ARTICLE XVII

HOLIDAYS

The Township recognizes the fact that officers are regularly scheduled to work holidays, which may cause a hardship on their families.

- A. Commencing January 1, 2001, all officers will receive 80% of 21 days pay, which will be added to their base pay. This will be added before computation of the overtime rate and longevity.
- B. Employees currently receiving 88% of holiday pay shall continue to receive 88% of 21 days pay, which is added to their base pay. This will be added before computation of the overtime and longevity.
- C. The Township and the FOP agree to recognize as holidays such additional days as shall be designated for all of the Township of Long Beach as set forth in the appropriate ordinance or resolution adopted by the Township for such purpose.
- D. Employees of the Police Department shall receive time off (compensatory time) in a manner commensurate with other Township employees for regular working days wherein the Township offices closed for other Township employees.
- E. As a result of collective negotiations between the Township and FOP Lodge 5, the parties have agreed to include holiday pay in the base pay as set forth above. The percentage figure has been arrived at by the mutual agreement between the parties and in consideration of the Township's payment of pension payments on behalf of the members covered by this agreement to the Police and Fire Retirement System for each member in the amount of thirteen percent (13%) and an additional calculation of longevity payments in the approximate amount of seven percent (7%).

ARTICLE XVIII

HOURS OF WORK AND OVERTIME

- A. Overtime shall be paid in accordance with the law in such case made and provided. The officers shall be paid time and one-half of annual salary when required to perform duties which take time in excess of the normal work schedule or for work performed in excess of their regular scheduled work time, all in accordance with the law in such case made and provided. Paid overtime shall be paid for regular duties as well as for range, classes and meetings, but shall not be paid when the officer is in regularly scheduled training programs outside the limits of Long Beach Township. Such overtime shall be not less than two hours per range session, class, or meeting. Time spent for such training shall be compensated by an equal amount of compensatory time off. This time shall be limited to traveling time plus time spent in training.
- B. Overtime shall be paid to each officer by separate check on the payday next following the pay period in which the overtime pay was accrued. At the option of the officer, compensatory time off in lieu of overtime may be taken. If compensatory time off is taken it shall be at the same rate as overtime (time and one-half) as per the Garcia decision and the FLSA Act.

- C. Overtime work, when necessary, shall be offered on an equitable and rotating basis based on seniority at each rank.
- D. If an employee is called for work for an emergency situation or to cover for another employee who is absent, said employee shall receive a guarantee of not less than four (4) hours work, notwithstanding the fact that the actual work performed may be less than provided by this guarantee. This minimum shall not apply to overtime worked at either end of a regularly scheduled shift.
- E. Any officer required to be "on-call" will receive an hour of comp time for each scheduled day and two hours comp time for each scheduled day off. "On-call" will be defined as a situation where the officer is required to be prepared to respond during his regularly scheduled days or off hours. The Chief of Police will determine when an officer is placed "on-call" for duty with the exception of being under subpoena.
- F. Where the work schedule is required to be changed or amended as the need may arise, the work schedule, shall not be changed nor modified without forty-five (45) days advance notice in writing to all members of the department. The guidelines for the work schedule or the current work schedule as set forth may be changed immediately in cases of emergency in accordance with New Jersey Statutes and the New Jersey Administrative Code.

ARTICLE XIX

LONGEVITY

Each employee represented by this contract shall be paid in addition to and together with his annual base salary as listed in Article XXI hereof, additional compensation based upon the length of his or her services as fixed and determined according to the following schedule:

| <u>YEARS OF SERVICE</u> | <u>% ADDED TO BASE SALARY</u> |
|---|-------------------------------|
| Upon the completion of 3 years | 2% |
| Each year thereafter an additional | 1% |
| Until completion of 9 years | 8% |
| At the commencement of the 15 th year of service | 9% |
| At the commencement of the 20 th year of service | 10% |

Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence on the 1st of the year for salary guide purposes. Longevity shall be paid together with and in addition to the employee's base salary.

ARTICLE XX

SHIFT DIFFERENTIAL

- A. The Township recognizes the fact that shift work may create a hardship for the employee and that the employee should be compensated. Shift differential pay has been awarded in previous agreements and will remain at the rates set forth below for the life of this agreement for those officers assigned to said shifts.
 - 2nd Shift (1500 hrs to 2300 hrs) – 3%
 - 3rd Shift (2300 hrs to 0700 hrs) – 5%
- B. Members of the Detective Division shall be entitled to a 2% shift differential regardless of the actual hours worked.
- C. The Sergeant assigned to the rotating shift shall be paid a shift differential of four (4%).

- D. Effective 01/01/2001, an employee's base salary shall be adjusted to include the shift differential payment which shall be paid to the employee in his regular paycheck
- E. The Chief of Police or designee shall validate the shift differential work record.

ARTICLE XXI

SALARIES

Section A.

Effective 01/01/2000, for all Employees currently holding the rank of Sergeant and all employees subsequently promoted to Sergeant, shall be paid a six (6%) percent rank differential above the Top Patrolman during their first year as a Sergeant. An additional six (6%) percent, which shall be equal to a total of twelve (12%), shall be added to the Top Patrolman's salary at the first anniversary date of the Sergeant's promotion. A ten (10%) percent rank differential shall be paid between the top Sergeants and Lieutenants, and an additional ten (10%) percent rank differential between Lieutenants and Captains.

Section B.

Salaries for employees are based on 2080 hours per year.
The Salary* for these Sergeants, Lieutenants and Captains are as follows:

| | <u>1/1/2000</u> | <u>1/1/2001</u> | <u>1/1/2002</u> |
|-------------------------------------|-----------------|-----------------|-----------------|
| Sergeant 1st Year | \$60,417.46 | \$63,232.99 | \$66,154.10 |
| Sergeant 2nd Year | \$63,837.31 | \$66,812.21 | \$69,898.56 |
| Lieutenant | \$70,221.04 | \$73,493.43 | \$76,888.42 |
| Captain | \$77,243.15 | \$80,842.78 | \$84,577.26 |

* Base Salary excluding college, holiday, longevity and shift differential, which differs for each officer. These components are added to the above base salary to determine the officer's guaranteed pay.

Section C.

Effective 01/01/2001, when the Captain assumes the duties of the Chief of Police for fourteen (14) consecutive work days; then on the fifteenth (15th) consecutive day, the Captain shall be compensated at the Chief of Police rate of pay, retroactively to the first (1st) day, and for every day thereafter while assuming the duties of the Chief of Police.

ARTICLE XXII

SAVINGS CLAUSE

In the event that any Federal or State legislation or government regulation, including the Internal Revenue Service, or Court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall comply and renegotiate concerning any such invalidated provisions.

ARTICLE XXIII

DURATION

This Agreement shall be in full force and effect as of January 1, 2000 and shall remain in effect until December 31, 2002. If either party desires to change this Agreement, it shall notify the other party in writing at least thirty (30) days before the expiration of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

The parties agree that this contract is for the years 2000 through 2002 and all terms and conditions recited herein are retroactive to January 1, 2000.


PERC arbitrator, Robert M. Glasson, shall retain jurisdiction pending final ratification and approval by the parties.

ATTEST:


Bonnie Leonetti, Municipal Clerk

TOWNSHIP OF LONG BEACH

By:


James J. Mancini, Mayor

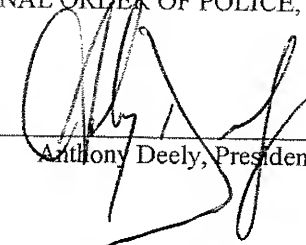
Dated:


Feb. 20, 2001

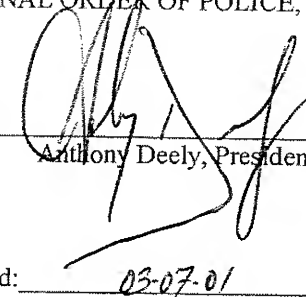
ATTEST:

FRATERNAL ORDER OF POLICE, LODGE NO.5

By:


Anthony Deely, President

Dated:


03-07-01